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Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Caisson Forwarding Company, Inc.

File: B-251042

Date: April 21, 1993

DIGEST

Once a prima facie case of liability is established against a carrier for transit damages, the carrier has the burden to prove that it was free from negligence and that an excepted cause (e.g., the inherent vice or nature of the goods) was the sole cause of the damage. An inherent vice is an existing defect, disease or decay, or the inherent nature of the commodity, which will cause it to deteriorate over time without any outside influence.

DECISION

Caisson Forwarding Company, Inc., requests review of our Claims Group's settlement upholding the Air Force's set off of \$110 from money otherwise due to Caisson for transit damage to two items of a service member's household goods.¹ We affirm the settlement.

On September 25, 1989, 25 days after delivery, the Air Force notified Caisson that a dresser and a coffee table (inventory items 343 and 356) were delivered in a marred condition due to the padding used by the carrier. Caisson does not dispute that these damages occurred in transit, but argues that the padding did not cause the damages; the carrier contends that they resulted from the inherent vice or nature of the items shipped. Caisson relies on a statement from its repair firm simply describing the dresser with the "inherent vice" of a "soft finish," and the coffee table with the "inherent vice" of being "over waxed."

A shipper establishes a prima facie case of carrier liability for damage to the shipper's property by showing tender of the goods to the carrier, delivery in a more damaged condition, and the amount of damages. Thereafter, the carrier has the burden to prove that it was free from negligence and that an excepted cause (e.g., the inherent vice or nature of the goods) was the sole cause of the


¹Shipment was made under Personal Property Government Bill of Lading No. QP-988,471.

damage. See Missouri Pacific Railroad Co. v. Elmore & Stahl, 377 U.S. 134, 138 (1964); Ambassador Van Lines, Inc., B-249072, Oct. 30, 1992.

We agree with our Claims Group and the Air Force that the repairer's summary statements do not overcome Caisson's prima facie liability. Caisson has offered little evidence demonstrating that it exercised reasonable care in padding the two items, for example. Caisson also has not shown why the soft finish and over-waxing were not detectable at origin in this case by ordinary observation, or why items with such characteristics cannot be prepared for shipment to avoid damage.

Furthermore, an "inherent vice" is an existing defect, disease or decay, or the inherent nature of the commodity, that will cause it to deteriorate with a lapse of time; loss will result without any outside influence. See Chandler Trailer Convoy, Inc., 56 Comp. Gen. 357, 359 (1977). Caisson padded and transported the dresser and coffee table from California to Virginia, where they were delivered in a damaged condition. There simply is no proof that these two items would have sustained damage if they had not been moved. Thus, it cannot be said that an inherent defect was the sole cause of the damages. Id.

The Claims Group's settlement is affirmed.

for 
James F. Hinchman
General Counsel